

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage – (5)

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald Fisher **CONTACT:** Annie Knight **EXT.** 7384

Agenda Date 02/24/2004 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute five Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program.

BACKGROUND:

On April 30, 1997 Seminole County assisted Natalie A. Lackner with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Natalie A. Lackner resided in the house for a ten year period. However, Natalie A. Lackner breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Natalie A. Lackner did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Natalie A. Lackner.

On March 8, 1996 Seminole County assisted Beverly M. Thomas with down payment assistance in the amount of \$9,200.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Beverly M. Thomas resided in the house for a five year period. Beverly M. Thomas has resided in her home for eight years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Beverly M. Thomas.

Reviewed by: [Signature]
 Co Atty: [Signature]
 DFS: [Signature]
 Other: CR
 DCM: [Signature]
 CM: [Signature]
 File No. cpdc01

On June 18, 1996 Seminole County assisted Debra Eason with down payment assistance in the amount of \$10,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Debra Eason resided in the house for a thirty

year period. However, Debra Eason breached the mortgage agreement by applying to refinance her home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Debra Eason did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Debra Eason.

On May 24, 1996 Seminole County assisted Denise Juan with down payment assistance in the amount of \$3,200.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Denise Juan resided in the house for a thirty year period. However, Denise Juan breached the mortgage agreement by selling her home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Denise Juan did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Denise Juan.

On July 30, 1999 Seminole County assisted Daniel L. & Rhonda K. Bowling with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently sold. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached). Staff is now requesting the Board to approve and execute the attached Satisfaction of Second Mortgage on the unit to remove the now-satisfied lien.

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated April 30, 1997, and recorded in Official Records Book 03235, Pages 1508 through and including 1511, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 30, 1997, and recorded in the Official Records Book 03235, Pages 1512 through and including 1514, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 23, 1997, recorded in Official Records Book 03235, pages 1515 through and including 1518, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 471 Lowndes Square, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

Lot 5, Block C, CARRIAGE HILL UNIT 4, according to the Plat thereof as recorded in Plat Book 15, Page 59 of the Public Records of Seminole County, Florida

(Parcel Identification: 16-21-30-511-0C00-0050)

(the "Property,") were made by Natalie A. Lackner, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years of the date of the Mortgage and Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, the Note and the Agreement, thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms of the Agreement. Accordingly, Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 2004.

County Attorney

Seminole County Homeownership Assistance Program**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of APRIL, 1997 by and between Natalie A. Lockner, a single woman and no hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$2,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.613(1) AND 199.186(1)(d), FLORIDA STATUTES

This instrument was prepared by:

OFFICIAL RECORDS
BOOK 3235 PAGE 1509
SEMINOLE CO. FL

048722

RECEIVED
SEMINOLE COUNTY
FLORIDA

RECORDED & VERIFIED

1997 MAY -6 PM 5:57

Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.813(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

OFFICIAL RECORDS
BOOK 3235 PAGE 1509

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed this _____ day and year first above written.

Print Name: JOHN P. ROBERTS

Print Name: Natalie A. Lackner

Print Name: SHARPE L. COLLINS

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of APRIL, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared NATALIE A. LACKNER and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced POWER OF ATTORNEY as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: _____
Notary Public
Serial Number _____
Commission Expires: _____

SHARPE L. COLLINS
Notary Public, State of Florida
My Comm. Expires Jan. 25, 1999
Seminole, Fla. 32335

10/27/98 KALV:TRG

00011

OFFICIAL RECORDS
BOOK 2235 PAGE 1511

SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of thirty five hundred and no/100ths (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida, 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) x ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to x ten (10) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS
 BOOK 3235
 PAGE 1512
 SEMINOLE COUNTY

OFFICIAL RECORDS
BODM
3235 1513

IN WITNESS WHEREOF, the said Mongagor has hereunto signed and sealed
these presents the day and year first above written.

Print Name:

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of APRIL, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared NATALIE A. LUCKER
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVERS LICENSE as identification and who did
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Shirley C. Call

Name:
Notary Public
Serial Number
Commission Expires:

SHIRLEY L. COLLINS
Notary Public, State of Florida
My comm. expires Jan. 27, 1998
Comm. No. CG 336306

OFFICIAL RECORDS
BOOK PAGE
3235 1514
SEMINOLE CO. FL

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SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): **Natalia A. Lackner, a single woman**

Property Address: **471 Lowden Square, Candlerberry, FL 32707**

This Agreement is entered into this _____ day of _____, 19____ by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and **Natalia A. Lackner, a single woman** (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS; the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce, and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding. The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

For: Homebuyers

4/22/07

For: Homebuyers
✓ 2nd
✓ 2nd
Deed
Deed
5, 3, 3
Annie (407) 665 7412

OFFICIAL RECORDS
BOOK
3235 1515
SEMINOLE CO. FL

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
 - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood Insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

OFFICIAL RECORDS
BOOK 3235 PAGE 1516
SEMINOLE CO. FL

OCT-25-1993 15133

P. 62

THE COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

This loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower's death or disability of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years (20) or thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Maguire

SEMINOLE COUNTY, FLORIDA

Gary E. Kaiser, County Manager

WITNESSES

Date: 4/25/97

Elaine L. Wilkerson
Elaine L. Wilkerson

HOMEBUYER

Natalie A. Lockner
Date: APR 22 1997 Natalie A. Lockner

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 22nd day of April 1997, by Natalie A. Lockner, who is personally known to me or who has produced a driver's license as identification.

Elaine L. Wilkerson
Elaine L. Wilkerson
COMMISSIONER OF DEEDS
EXPIRES SEP 18, 1999

Notary Public in and for the County and State Above-mentioned.
My commission expires: _____

Notary Public in and for the County and State Above-mentioned

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8/22/96

OFFICIAL RECORDS
BOOK 300K

Seminole County Homeownership Assistance Program




EXHIBIT "A"
LEGAL DESCRIPTION

OFFICIAL RECORDS
BOOK PAGE
3235 1518
SEMINOLE CO. FL

(C/M/M/AL/INTRO)

10/1/2003

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																				
 <p>Seminole County PROPERTY APPRAISER SERVICES 1101 E. First St. Sanford FL 32771 407-468-7506</p>																																									
<p align="center">GENERAL</p> <p>Parcel Id: 16-21-30-511-0C00-0050 Tax District: C1-CASSELBERRY Owner: LACKNER NATALIE A Exemptions: 00-HOMESTEAD Address: 471 LOWNDES SQ City,State,ZipCode: CASSELBERRY FL 32707 Property Address: 471 LOWNDES SQ CASSELBERRY 32707 Subdivision Name: CARRIAGE HILL UNIT 4 Dor: 01-SINGLE FAMILY</p>			<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$70,290 Depreciated EXFT Value: \$714 Land Value (Market): \$14,000 Land Value Ag: \$0 Just/Market Value: \$85,004 Assessed Value (SOH): \$76,264 Exempt Value: \$25,000 Taxable Value: \$51,264</p>																																						
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BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated March 8, 1996, and recorded in Official Records Book 03047, Pages 1322 through and including 1326, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$9,200.00) (the "Note"), dated March 8, 1996, and recorded in the Official Records Book 03047, Pages 1327 through and including 1329, Public Records of Seminole County, Florida which encumbered the property located at 808 South Scott Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Lot 34, MAYFAIR SECTION FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 13, Page 69 of the Public Records of Seminole County, Florida

(Parcel Identification: 30-19-31-527-0000-0340)

(the "Property,") were made by Beverly M. Thomas, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years of the date of the Mortgage and Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 2004.

County Attorney

Return to:
 Realty Title, Inc.
 1950 Lee Road, Suite 209
 Winter Park, Florida 32789

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
8 day of March 1995 by and between Beverly M. Thomas, a single
 and n/a hereinafter referred to the "Mortgagor" and Seminole person
 County, a political subdivision of the State of Florida, whose address is 1101 East First
 Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
 include all parties to this instrument, the heirs, legal representatives
 and assigns of individuals and the successors and assigns of
 corporations; and the term "note" include in all the notes herein
 described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in
 consideration of the aggregate sum named in the Second Mortgage Note of even date
 herewith (\$ 9,200.00), hereinafter described, the Mortgagor hereby grants,
 bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the
 certain land of which the Mortgagor is now seized and in possession situated in
 Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
 the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
 seized of said land in fee simple; that the Mortgagor has good right and lawful authority
 to convey said land as aforesaid; that the Mortgagor will make such further assurances
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be
 required; that the Mortgagor hereby full warrants the title to said land and will defend
 the same against the lawful claims of all persons whomsoever; and that said land is
 free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE
 COUNTY AND IS EXEMPT FROM PAYMENT
 OF INTANGIBLE PERSONAL PROPERTY
 TAX AND DOCUMENTARY STAMP EXCISE
 TAX ON DOCUMENTS PURSUANT TO
 SECTIONS 420.513(1) AND 199.185(1)(d),
 FLORIDA STATUTES

This instrument was prepared by:
Ron H. Rabun
Seminole County, Florida
1101 East First St.
Sanford, Florida 32771

OFFICIAL RECORDS
 BOOK PAGE
 3047 1322

MARYANNE MORSE
 CLERK OF CIRCUIT COURT

819718

RECORDED & RETURNED
 96 MAR 20 PM 2:07

Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit: \$ 1000

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

OFFICIAL RECORDS
BOOK PAGE

U.S. DEPARTMENT OF JUSTICE

Seminole County Homeownership Assistance Program



occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) X five (5) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN X FIVE (5) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of dollars (\$)) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed
this presents the day and year first above written.

Print Name: Patricia Lee Pollard

Print Name: Beverly M. Thomas

Print Name: Brooke A. Newton

Print Name: _____

808 S. Scott Street
Sanford, FL 32771

SEMI

Print Name: _____

Print Name: _____

3067 1324
OFFICIAL RECORDS
BOOK PAGE
SEMIKOLE CO. FL.

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 8 day of March, 1996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Beverly M. Thomas
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced driver license as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Brooke A. Newton

Name:
Notary Public
Serial Number
Commission Expires:

OFFICIAL NOTARY SEAL
BROOKE A. NEWTON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC427522
MY COMMISSION EXP. DEC. 19, 1998

OFFICIAL RECORDS
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PAGE
3047 1325
SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program

EXHIBIT 'A'
LEGAL DESCRIPTION

Lot 34, Mayfair Section First Addition, according to the plat thereof as recorded in Plat Book 13, Page 69, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
3047 1326
SEMINOLE CO. FL.

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

(C:\P\ALAN\ALWIT\TIC)

55

04/00

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$9,200.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ninety Two Hundred & 00/100 (\$ 9,200.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X five (5), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to X five (5) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

By

(C.F.A.M.A. UNIFORM)

56

4048

OFFICIAL RECORDS
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Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
Ron H. Rabun
Seminole County, Florida
1101 East First Street
Sanford, Florida 32771

1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

BJ

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Patricia Lee Pollard

Print Name: Patricia Lee Pollard

Brooke A. Newton

Print Name: Brooke A. Newton

Print Name: _____

Print Name: _____

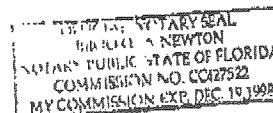
Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 8 day of March, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Beverly M. Thomas and _____ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver license as identification and who did/did not take an oath.


WITNESS my hand and official seal in the County and State last aforesaid.

Name: Brooke A. Newton
Notary Public
Serial Number _____
Commission Expires: _____



3047 1322
SEMINOLE CO. FL 99
OFFICIAL RECORDS
BOOK PAGE

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																																						
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<p align="center">BUILDING INFORMATION</p> <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1972</td> <td>5</td> <td>1,530</td> <td>1,000</td> <td>CONC BLOCK</td> <td>\$46,046</td> <td>\$53,542</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="6">OPEN PORCH UNFINISHED / 70</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="6">OPEN PORCH FINISHED / 100</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="6">CARPORT FINISHED / 252</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="6">UTILITY FINISHED / 108</td> </tr> </tbody> </table>						Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1972	5	1,530	1,000	CONC BLOCK	\$46,046	\$53,542		Appendage / Sqft		OPEN PORCH UNFINISHED / 70							Appendage / Sqft		OPEN PORCH FINISHED / 100							Appendage / Sqft		CARPORT FINISHED / 252							Appendage / Sqft		UTILITY FINISHED / 108					
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																											

BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated June 18, 1996, and recorded in Official Records Book 03093, Pages 0448 through and including 0452, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 18, 1996, and recorded in the Official Records Book 03093, Pages 0453 through and including 0455, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated May 7, 1996, recorded in Official Records Book 03093, pages 0456 through and including 0458, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2412 Willow Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Lot 45 and the north 1/2 of Lot 47, SANFO PARK,
according to the Plat thereof as recorded in
Plat Book 5, Page 62 of the Public Records of
Seminole County, Florida

(Parcel Identification: 31-19-31-520-0000-0450)

(the "Property,") were made by Debra Eason, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years of the date of the Mortgage and Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced her house within the thirty (30) year period but did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, the Note and the Agreement, thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 2004.

County Attorney

456.00

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

858419

96 JUN 27 AM 10: 52

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 18th day of June 1996 by and between Debra Eason, A single and n/a hereinafter referred to the "Mortgagor" and Seminole person County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

OFFICIAL RECORDS
BOOK PAGE

SEMINOLE CO. FL

0093 0448

Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be on one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Ten Thousand and 00/100----- dollars (\$ 10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Mark Wright

Print Name: MARK WRIGHT

Susie Smith

Print Name: SUSIE SMITH

Print Name: _____

Print Name: _____

Debra A Eason

Print Name: Debra Eason

2412 WILLOW AVENUE
SANFORD, FLORIDA 32771

Print Name: _____

OFFICIAL RECORDS
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Seminole County Homeownership Assistance Program



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 18th day of JUNE, 1996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared DEBRA EASON, A SINGLE PERSON
and N/A, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced A DRIVERS LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Mark Wright

Name: MARK WRIGHT
Notary Public
Serial Number CC 439144
Commission Expires: 3/2/99



MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
March 2, 1999
CONDED THRU TROY FARM INSURANCE, INC.

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3093 0451
SEMINOLE CO. FL



EXHIBIT "A"

LEGAL DESCRIPTION

LOT 45 AND THE NORTH 1/2 OF LOT 47, SANFO PARK, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 5, PAGE 62, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA.

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SEMINOLE CO. FL

KAMPF TITLE & GUARANTY CORP.
P.O. BOX 1359, 200 W. FIRST STREET
SANFORD, FLORIDA 32771



EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100--(\$ 10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Seminole County Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:

Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

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SEMINOLE CO. FL

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: MARK WRIGHT

Print Name: Debra Eason

Print Name: SUSIE SMITH

Print Name: _____

Print Name: _____

Print Name: _____

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STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 18th day of JUNE, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DEBRA EASON, A SINGLE PERSON and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid

Name: _____

Notary Public MARK WRIGHT

Serial Number CC 439144

Commission Expires: 3/2/99



MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
March 2, 1999
BONDED THRU TITLY FARM INSURANCE, INC.

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

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Applicant(s): Debra Eason

Property Address: 2412 Willow Ave

Sanford, FL 32771

This Agreement is entered into this 7th day of May, 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Debra Eason (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 10,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.)
- d) Lead paint
☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
☒ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood Insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, interest, Taxes and insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

SEMINOLE COUNTY

3093 0457

OFFICIAL RECORDS
BOOK PAGE

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) twenty (20) or thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS

Mary Verv Mantaris
MARY VERV MANTARIS

WITNESSES

Christine J. Brooks
CHRISTINE J. BROOKS
Elizabeth Erler
ELIZABETH ERLER

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun
RON H. RABUN, County Manager

Date: 6/5/96

HOMEBUYER

Debra A. Eason
DEBRA A. EASON
Date: 5/9/96

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 7th day of May, 1996, by Debra Eason, who is personally known to me or who has produced Driver's License as identification.

Elizabeth E. Erler
Print Name ELIZABETH E. ERLER


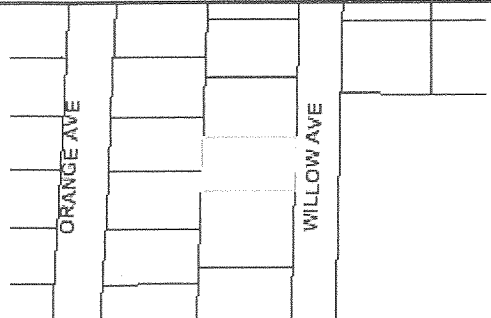

Notary Public in and for the County and State Aforementioned.

My commission expires: May 7, 1999



Elizabeth E. Erler
MY COMMISSION # CC489135 EXPIRES
May 7, 1999
BUNDLED THIRD PARTY RAIN INSURANCE, INC.

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SEMINOLE CO. FL

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																																						
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-2506</p>																																																											
<p align="center">GENERAL</p> <p>Parcel Id: 31-19-31-520-0000-0450 Tax District: S1-SANFORD</p> <p>Owner: EASON DEBRA A Exemptions: 00-HOMESTEAD</p> <p>Address: 2412 WILLOW AVE</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 2412 WILLOW AVE SANFORD 32771</p> <p>Subdivision Name: SANFO PARK</p> <p>Dor: 01-SINGLE FAMILY</p>				<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$43,104</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$11,400</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$54,504</p> <p>Assessed Value (SOH): \$43,335</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$18,335</p>																																																							
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>06/1996</td> <td>03093</td> <td>0439</td> <td>\$52,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1983</td> <td>01463</td> <td>1452</td> <td>\$38,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1980</td> <td>01284</td> <td>1923</td> <td>\$29,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>02/1980</td> <td>01265</td> <td>1788</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>				Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	06/1996	03093	0439	\$52,000	Improved	WARRANTY DEED	06/1983	01463	1452	\$38,000	Improved	WARRANTY DEED	06/1980	01284	1923	\$29,000	Improved	QUIT CLAIM DEED	02/1980	01265	1788	\$100	Improved	<p align="center">2003 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$632</p> <p>2003 Tax Bill Amount: \$361</p> <p>Savings Due To SOH: \$271</p> <p>2003 Taxable Value: \$17,319</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																									
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																											

BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated May 24, 1996, and recorded in Official Records Book 03087, Pages 1598 through and including 1602, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$3,200.00) (the "Note"), dated May 24, 1996, and recorded in the Official Records Book 03087, Pages 1603 through and including 1605, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 17, 1996, recorded in Official Records Book 03087, pages 1606 through and including 1608, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 3121 Fairwood Court, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

Lot 73, VILLAS OF CASSELBERRY PHASE TWO, according to the plat thereof as recorded in Plat Book 25, Pages 19 to 21, Public Records of Seminole County, Florida

(Parcel Identification: 34-21-30-530-0000-0730)

(the "Property,") were made by Denise Juan, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years of the date of the Mortgage and Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, the Note and the Agreement, thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms of the Agreement. Accordingly, Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 2004.

County Attorney

334.50

MARYANNE MORSE
CLERK OF CIRCUIT COURTSEMINOLE COUNTY, FL.
RECORDED & VERIFIED

853847

96 JUN 14 PM 1:09

Seminole County Homeownership Assistance Program**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 24th day of May 1996 by and between Denise Juan, a single person and n/a hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,200.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

Seminole County Homeownership Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

(C FHWANALINTRO)

1/12/98

OFFICIAL RECORDS
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3087 1598

Seminole County Homeownership Assistance Program

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or x thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR x THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Thirty Two Hundred and 00/100--dollars (\$ 3,200.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Elizabeth M. Wathen

Print Name: ELIZABETH M. WATHEN

Linda Waller

Print Name: LINDA WALLER

Print Name: _____

Print Name: _____

Denise Juan

Print Name: Denise Juan

3121 FAIRWOOD COURT
WINTER PARK, FLORIDA 32792

Print Name: _____

3087 1600
OFFICIAL RECORDS
BOOK PAGE

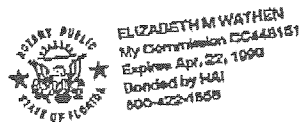
Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24th day of May, 1996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared DENISE JUAN
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVER LICENSES as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: ELIZABETH M. WATHEN
Notary Public
Serial Number
Commission Expires:



3087 1603
BOOK PAGE
OFFICIAL RECORDS
SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



EXHIBIT "A"
LEGAL DESCRIPTION

Lot 73, VILLAS OF CASSELBERRY PHASE TWO, according to the plat thereof recorded in Plat Book 25, Page 19-21, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
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3087 1602
SEMINOLE CO. FL.

(C FINMAN/ALANTRO)

3/12/04

Seminole County Homeownership Assistance Program**EXHIBIT "B"**
SECOND MORTGAGE NOTEAMOUNT: \$3,200.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum Thirty Two Hundred and 00/100-----(\$ 3,200.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ ten (10), _____ twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to _____ ten(10) _____ twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

(C FINANCIAL/UNTRO)

3/12/96

Seminole County Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:

Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

3087 1598
BOOK PAGE
SEMINOLE CO. FL.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: ELIZABETH M. WATHEN

Print Name: Denise Juan

Print Name: LINDA WALLER

Print Name: _____

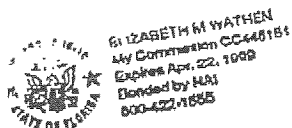
Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24th day of MAY, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DENISE JUAN and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER LICENSES as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name: ELIZABETH M. WATHEN
Notary Public
Serial Number
Commission Expires:

(6 FRWMM/ALINTRD)

3/12/98

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BOOK PAGE
3087 1605
SEMINOLE CO. FL.

13/2.00

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Denise Juan

Property Address: 3121 Fairwood Ct.

Winter Park, FL 32792

This Agreement is entered into this 17th day of April, 1996 by and between
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,
Sanford, Florida, 32771 (hereinafter "COUNTY") and
Denise Juan (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD,

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 3,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

Fn:\manual\thomprgm

60

3/28/98
RFP232

3087

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OFFICIAL RECORDS
PAGE

SEMINOLE CO.

608

JARRVANE ROUSE
CLERK OF CIRCUIT COURT

853848

96 JUN 14 PM 1:10

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
☒ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

Printmanua3homeprgm

61

3/25/96

SEMINOLE, FL.

3087 1607

FROM: ALBANY
BOOK PAGE

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) twenty (20) or X thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS

Mary Ann Menefee

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun
RON H. RABUN, County Manager

Date: 5/19/96

HOMEBUYER

X Denise Juan
Date: X 4/17/96

WITNESSES

Elaine S. Harlow

STATE OF FLORIDA
COUNTY OF SEMINOLE

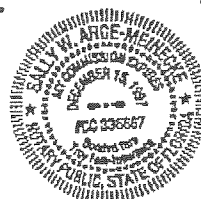
The foregoing Instrument was acknowledged before me this 17 day of April, 1996, by Denise Juan, who is personally known to me or who has produced Fl. driver's license as identification.

Print Name Sally W. Arce-Meinecke

Notary Public in and for the County and State Aforementioned.

My commission expires: 12-15-97

Sally W. Arce-Meinecke






Fl:\manual\hombpgrm

62

5/22/95

3087 1606
SEMINOLE CO. FL.
BOOK PAGE

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																													
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>																																																		
<p align="center">GENERAL</p> <p>Parcel Id: 34-21-30-530-0000-0730 Tax District: C1-CASSELBERRY</p> <p>Owner: JUAN DENISE Exemptions: 00-HOMESTEAD</p> <p>Address: 3121 FAIRWOOD CT</p> <p>City,State,ZipCode: WINTER PARK FL 32792</p> <p>Property Address: 3121 FAIRWOOD CT WINTER PARK 32792</p> <p>Subdivision Name: VILLAS OF CASSELBERRY PHASE 2</p> <p>Dor: 01-SINGLE FAMILY</p>				<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$56,745</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$16,500</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$73,245</p> <p>Assessed Value (SOH): \$58,370</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$33,370</p>																																														
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>05/1996</td> <td>03087</td> <td>1586</td> <td>\$56,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1985</td> <td>01646</td> <td>1892</td> <td>\$58,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>08/1981</td> <td>01357</td> <td>0384</td> <td>\$49,300</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>				Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	05/1996	03087	1586	\$56,000	Improved	WARRANTY DEED	06/1985	01646	1892	\$58,000	Improved	WARRANTY DEED	08/1981	01357	0384	\$49,300	Improved	<p align="center">2003 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$941</p> <p>2003 Tax Bill Amount: \$620</p> <p>Savings Due To SOH: \$321</p> <p>2003 Taxable Value: \$32,002</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																						
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																		

BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated July 30, 1999, and recorded in Official Records Book 03699, Pages 1706 through and including 1710, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated July 30, 1999, and recorded in the Official Records Book 03699, Pages 1711 through and including 1713, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated July 9, 1999, recorded in Official Records Book 03699, pages 1714 through and including 1716, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 120 E. 1st Street, Chuluota, Florida 32766, the legal description and parcel identification for which are as follows:

Lot 6, Block 14, NORTH CHULUOTA, according to the Plat thereof recorded in Plat Book 2, Pages 54 through 58 as recorded in the Public Records of Seminole County, Florida.

and also described in Exhibit "A" to the Mortgage as follows:

Lot 6, Block 14, TOWNSITE OF NORTH CHULUOTA, according to the Plat recorded in Plat Book 2, Pages 54-58 as recorded in the Public Records of Seminole County, Florida.

Parcel Identification: 21-21-32-5CF-1400-0060

(the "Property,") were made by Daniel and Rhonda Bowling, husband and wife, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00); and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the restrictive covenants under the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and payment of the THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about November 25, 2003 pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and all covenants under the Agreement and every part thereof. Accordingly, Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 2004.

County Attorney

P:\Users\CAAS01\Affordable Housing\Satisfaction of Mtg and Agrmt- dwnpymnt assist - payment made.doc

CASSELBERRY BRANCH
APPLICATION NO.

CHELSEA
TITLE COMPANY

ESCROW ACCOUNT
489 STATE ROAD 436, SUITE 109
CASSELBERRY, FL 32707

SUNTRUST
SunTrust Bank, Central Florida or
SunTrust Bank, Northwest Georgia, N.A.

64-79
611

File: 03-1781

DATE

11/25/03 09053096

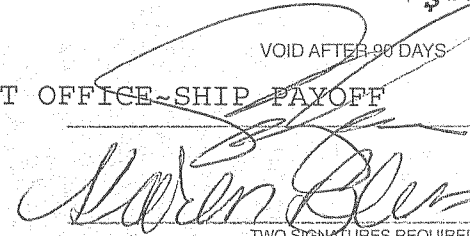
PAY ***3500* DOLLARS & 00 Cents**

\$*3,500.00**

TO THE
ORDER
OF

SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE-SHIP PAYOFF
1101 EAST 1st STREET, SUITE 3301
SANFORD, FL 32771

VOID AFTER 90 DAYS



TWO SIGNATURES REQUIRED

THE FACE OF CHECK HAS A SECURITY VOID BACKGROUND AND A TRUE WATERMARK ON REVERSE

⑈09053096⑈ ⑆061100790⑆ ⑆215215850924⑈

Payee: SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE-SHIP PAYOFF; 1101 EAST 1st STREET, SUI;
SANFORD,

Check Date: 11/25/03 Amount: \$**3,500.00 Check No.: 053096 Order Number: 03-1781

<u>Hud</u>	<u>Description</u>	<u>Total</u>
505	Payoff of second mortgage loan	3,500.00

Property Address: 120 E 1ST STREET CHULUOTA FL 32766

Seller: DANIEL BOWLING and RHONDA BOWLING Buyer: JOHN F. CASSIDY III and KIMBERLY S. CASSIDY

ORDER NUMBER: 03-1781 IMAGE NAME: 1 PAGE: 1 OF 34

**Seminole County Homeownership
Assistance Program
Second Mortgage Deed**

PREPARED BY AND RETURN TO:
Mike Brewer
FIRST SOUTHWESTERN TITLE CO
1965 RED BUG LAKE RD. #221
WINTER SPRINGS, FL 32708

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of JULY 1999 by and between Daniel L. & Rhonda K. Bowyer, husband and wife, hereinafter referred to as the "Mortgagor" and Seminole County, political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, assigns, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances, to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES.

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM
ATTN: CHERI WIGHT
4800 E. HWY 17-92
CAGBEL BERRY, FL 32707

1 of 5

11/01/99

notemtg.doc

3699 1706
SEMINOLE CO. 1706
OFFICIAL RECORDS
BOOK PAGE

MARYANNE MOORE
CLERK OF DISTRICT COURT
SEMINOLE COUNTY, FL

1999 AUG 11 11:18
RECORDED & VERIFIED

RB

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this Instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be on one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or hereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should the aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

[Signature]
Print Name: Sherry Harris
Brenda Lear
Brenda Lear

Print Name:

Print Name:

Print Name:

[Signature]
Print Name: Daniel L. Bowling

4120 E. First St. Chuluota FL 32746

* Print Name: Rhonda K. Bowling

[Signature]
Print Name:

Print Name:


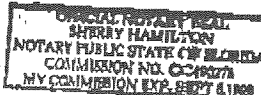
3699 1708
OFFICIAL RECORDS
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ORDER NUMBER: 03-1781 IMAGE NAME: 1 PAGE: 1 OF 34

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of JULY, 1989,
before me, an officer duly authorized in the State aforesaid and in the County aforesaid,
to take acknowledgments, personally appeared DANIEL L. BOWLING
and RHONDA K BOWLING, HUSBAND AND WIFE executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced A CURRENT DRIVERS LICENSE as identification and who did
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.


Name: Sherry Hamilton
Notary Public
Serial Number
Commission Expires: 

4 of 5

11/01/99
notamig.docOFFICIAL RECORDS
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ORDER NUMBER: 03-1781 IMAGE NAME: 1 PAGE: 1 OF 34

EXHIBIT 'A'

LEGAL DESCRIPTION

LOT 6, BLOCK 14, TOWNSITE OF NORTH CHULUOTA, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 2, PAGE 54-58, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA.

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3699 1710
SEMINOLE CO. FL

5 of 5

11/01/03
notary doc

PR
LB

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of, even, date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

SEMINOLE COUNTY
3699
OFFICIAL RECORDS
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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WRIGHT
4592 S. US HWY 1
CASSELBERRY, FL 32707

SEMINOLE CO.

3699 1712

OFFICIAL RECORDS
BOOK PAGE

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagee has hereunto signed and sealed these presents the day and year first above written.

[Signature]

Print Name: Sherry Hamilton

[Signature]

* Print Name: Daniel L. Bowling

120 E. First St. Chuluathla

Print Name:

[Signature]
Print Name: Brenda Gear

* Print Name: Rhonda K. Bowling

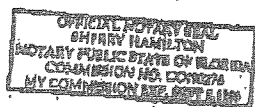
[Signature]
Print Name:

Rhonda Bowling
Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of JULY, 1999, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DANIEL L. BOWLING and RHONDA K. BOWLING MUSTARD AND VIKKO executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced a CURRENT DRIVERS LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name: Sherry Hamilton
Notary Public
Serial Number
Commission Expires:

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): DANIEL L. & RHONDA K. BOWLING
Property Address: 120 E. FIRST STREET, CHULUOTA, FL 32766

This Agreement is entered into this 9TH day of JULY, 1999 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and DANIEL L. & RHONDA K. BOWLING, HUSBAND & WIFE (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

3699 1741
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK PAGE

MARYANNE MURPHY
CLERK OF COUNTY COURT
SEMINOLE COUNTY, FL
416616

RECORDED & VERIFIED

1999 AUG -5 4:11 PM

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☐ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☐ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
 - ☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood Insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24.CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

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2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party herein shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Huntaris
Mary Huntaris

J. Kevin Grace
J. Kevin Grace, County Manager

Date: 7-9-99

* WITNESSES AS TO HOMEBUYER(S):

Mary Huntaris
MARY HUNTARIS

* HOMEBUYER

Rhonda Bowling
Rhonda Bowling

* Date: 7/9/99

* NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF Seminole

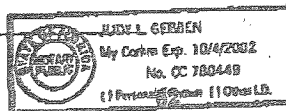
The foregoing instrument was acknowledged before me this 9th day of July, 1999,
by Daniel + Rhonda Bowling, who is personally known to me or who has produced
driver's license as identification.

Judy L. Gebben
Judy L. Gebben

Print Name: Judy L. Gebben

Notary Public in and for the County and State Aforesaid.

My commission expires: _____




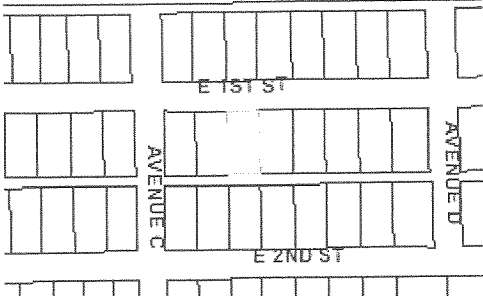

Print Name/Address

Document Prepared By
and Return To:
(AFTER RECORDING)

2.H.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
1880 South Highway 17-82
Casselberry, FL 32707

01677

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SEMINOLE CO. FL

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																																						
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407.465.2506</p>																																																											
<p align="center">GENERAL</p> <p>Parcel Id: 21-21-32-5CF-1400-0060 Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: BOWLING DANIEL & RHONDA Exemptions: 00-HOMESTEAD</p> <p>Address: 120 E 1ST ST</p> <p>City,State,ZipCode: CHULUOTA FL 32766</p> <p>Property Address: 120 1ST ST E CHULUOTA 32766</p> <p>Subdivision Name: NORTH CHULUOTA</p> <p>Dor: 01-SINGLE FAMILY</p>			<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$59,124</p> <p>Depreciated EXFT Value: \$320</p> <p>Land Value (Market): \$14,291</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$73,735</p> <p>Assessed Value (SOH): \$70,177</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$45,177</p>																																																								
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